



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 31, 2011

To: Mayor Michael D. Antonovich
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Don Knabe

From: William T Fujioka
Chief Executive Officer

A handwritten signature in black ink, appearing to read "W. T. Fujioka", is written over the printed name and title.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

AGREEMENT WITH CAL ECONNECT FOR HEALTH INFORMATION EXCHANGE EXPANSION GRANT FUNDS (ITEM NO. 12, AGENDA OF MAY 31, 2011)

Item No. 12 on your Board's May 31, 2011 agenda is the request of the Chief Executive Officer (CEO) for delegated authority, on behalf of the Los Angeles Network for Enhanced Services (LANES), to execute and implement the Agreement with Cal eConnect for Health Information Exchange Expansion Grant funds of \$996,070 to support the LANES Health Data Highway Project (HDHP).

As noted in the Board letter for this item, the final version of the Cal eConnect Agreement was not available at the time our letter was filed for consideration by your Board. Since that time, the grantees and Cal eConnect have concluded negotiations and the Attachment is the resulting Agreement. The Agreement has been reviewed and approved by County Counsel, the Chief Information Office, and the Department of Health Services.

If the delegation of authority is approved by your Board, this Office will sign the Agreement to accept the funds and the LANES HDHP can begin implementation.

It should be noted that the term of the Agreement has been revised to June 2011 through November 2012, instead of the earlier May 2011 to October 2012. Further, this Office and the other LANES Board members obtained clarification in the language of the Agreement that the State and federal requirements for notice and consent and for security will apply to LANES and Western Health Information Network (WHIN) for the health information exchange (HIE) project, and not to the County generally as the Grantee.

"To Enrich Lives Through Effective And Caring Service"

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Each Supervisor
May 31, 2011
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These requirements will only apply to the County Department of Health Services (DHS) facilities when they participate in the LANES HDHP, as noted on the Quarterly Project Plan and Deliverables Schedule, Exhibit A – Attachment Two (Schedule A), within the attached Agreement. However, prior to that occurring, DHS will return to your Board to seek approval to enter into data-use agreements with WHIN, which address all of the relevant State and federal requirements. We will schedule informational briefings for your Deputies well in advance of that item being brought to your Board for consideration.

In addition, we are requesting a notice in the Supplemental Agenda for the May 31, 2011 meeting to replace the Recommendations in our Item No. 12 Board letter with the following, which provides the revised term of the Agreement and offers more specificity as to the delegation being requested:

1. Authorize the Chief Executive Officer (CEO), as Chair of the Los Angeles Network for Enhanced Services (LANES) Board, to execute and implement the terms of the Cal eConnect (CeC) Health Information Exchange (HIE) Expansion Grant Agreement (Agreement), on behalf of LANES, and accept grant funds of \$996,070 for the Health Data Highway Project (HDHP), effective upon approval by your Board, for the term of June 2011 through November 2012, with approval by County Counsel and prior notification to your Board.
2. Delegate authority to the CEO to execute future amendments for modifications needed to comply with changes in State or federal laws or regulations, changes to line items in the budget and/or the timeline/deliverables as required for project implementation, and no-cost extensions if needed for project completion, in consultation with County Counsel, and prior notification to your Board.

Please let me know if you have questions or need additional information, or your staff may contact Sheila Shima, Deputy Chief Executive Officer, at (213) 974-1160 or sshima@ceo.lacounty.gov.

WTF:SAS
MM:gl

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Chief Information Office
Health Services



HIE Expansion Grant Award Agreement

This is a sub-grant award agreement (the "Agreement") between Cal eConnect (hereinafter referred to as the Grantor) and LA County (hereinafter referred to as the Grantee). The Cal eConnect Expansion Grant Program seeks to stimulate the development of robust HIE infrastructure in California by supporting community level and statewide efforts to improve connectivity. The program seeks to expand HIE capacity, enable California providers to achieve meaningful use of EHRs, and improve health care quality, coordination and efficiency. Grant recipients, including Grantee, will serve as critical partners in Cal eConnect's strategy for enabling health information exchange in California. By entering into this Agreement and accepting funding hereunder, in whole or in part, the Grantee agrees to comply with all of the terms and conditions of this Agreement and its Exhibits. The following items detail the specifics of this Agreement.

1. The term of this agreement is: June 1, 2011 through November 30, 2012
2. The maximum amount of the funding to be provided to Grantee pursuant to this Agreement is:
\$ \$996,070
3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Budget Details and Payment Provisions
 - c. Exhibit C: General Terms and Conditions
 - d. Exhibit D: Special Terms and Conditions
 - e. Exhibit E: Supplemental Terms and Conditions for Agreements Using ARRA Funds
 - f. Exhibit F: HIE Expansion Grant Quarterly Reports Guidelines
 - g. Exhibit G: Health Information Exchange Policies and Practices
 - h. Exhibit H: HIE Expansion Grant Budget Plan by Quarter

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTOR

By:

(Signature)

Date: _____

Name: Carladenise Edwards, PHD

Title: President and CEO

Address: 1900 Powell St, Ste 1000, Emeryville, CA 94608

GRANTEE

By:

(Signature)

Date: _____

Name: _____

Title: _____

Address: _____

EXHIBIT A

SCOPE OF WORK – Exhibit A

ARTICLE I. DEFINITIONS, AS USED THROUGHOUT THIS AGREEMENT

- A. ARRA or the Recovery Act means the American Recovery and Reinvestment Act of 2009. This statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform.
- B. The term “Agreement” shall mean this HIE Expansion Grant Award Agreement, any Exhibits and all subsequent amendments.
- C. The term “CHHS Agreement” means Cal eConnect’s State Health Information Exchange Cooperative Agreement Program; Cooperative Agreement Number 90HT0029/01 with the State.
- D. CalPSAB means the California Privacy and Security Advisory Board.
- E. CFR means the Code of Federal Regulations.
- F. CHITA means the California Health Information Technology Act, commencing with Section 130250.1 of the Health and Safety Code.
- G. “Grantor” means Cal eConnect, Inc., the nonprofit entity to which funds are awarded under the CHHS Agreement and which is accountable to CHHS and the federal government for use of the funds granted to the Grantee under this HIE Expansion Grant Agreement.
- H. Electronic Health Record (EHR) means an electronic record of health-related information regarding an individual that conforms to nationally recognized interoperability standards and that can be created, managed, and consulted by authorized clinicians and staff across more than one health care organization.
- I. Health Information Exchange (HIE) means the electronic movement of health-related information among organizations according to nationally recognized standards. For purposes of this Agreement and program, organization is synonymous with healthcare providers, public health agencies, payors and entities offering patient engagement services (such as Patient Health Records).
- J. HHS means the federal Department of Health and Human Services.
- K. HIPAA means Health Insurance Portability and Accountability Act.
- L. NHIN means the National Health Information Network.
- M. OMB means the federal Office of Management and Budgets.

- N. ONC means the federal Office of the National Coordinator for Health Information Technology, housed in the federal Department of Health and Human Services.
- O. “State” and “Agency” mean the State of California and the California Health and Human Services Agency (CHHS). These terms may be used interchangeably.
- P. “Subcontractor” or “sub-recipient” means the entity awarded funds by grantee to provide services under this Agreement.

ARTICLE II. HIE COOPERATIVE AGREEMENT

- A. Grantor has agreed, pursuant to the CHHS Agreement, to provide services to the California Health and Human Services Agency (CHHS) to implement the “State Cooperative Agreements to Promote Health Information Technology” program, created as part of the American Recovery and Reinvestment Act of 2009 (ARRA, the HITECH Act) and any related provisions in California’s Health Information Technology Act.
- B. Grantee shall provide services, and shall expend all funds received under this Agreement in accordance with this Agreement and any subsequent guidance, directives or changes issued by Grantor and/or CHHS. Grantor shall discuss in advance with the Grantee any changes to this Agreement, or interpretations implementing this Agreement or applicable State or federal requirements, in order to identify and resolve potential issues or concerns prior to formal implementation.
- C. This Agreement incorporates by reference the applicable terms and conditions contained in the CHHS Agreement and California’s Notice of Award (State Health Information Exchange Cooperative Agreement Program; Cooperative Agreement Number 90HT0029/01) as those terms and conditions apply to the Grantor and/or to its subcontractors, including without limitation Grantee. Some, but not all, of those federal conditions, including applicable policies, procedures and/or requirements, are reiterated in this Agreement. Reiterating the terms of the federal grant is for emphasis and does not in any way limit the effect of the grant provisions not set forth herein.
- D. If the California Health and Human Services Agency (CHHS) terminates its agreement with Cal eConnect before its scheduled termination date, and upon thirty days notice to the Grantee, any contract or sub-recipient award may be assigned by the California Health and Human Services Agency (CHHS) to the State, including but not limited to CHHS, or a successor non-profit agency as the CHHS may specify.
- E. Corporate Status
 - 1. Grantee must be tax-exempt 501(c)(3) or 501(c)(4) organizations or local or county government agencies or municipalities that are mission driven or

seek to provide a public benefit and have an established governance structure.

2. If Grantee is a corporation or other non-governmental entity, Grantee shall be in good standing with the Secretary of State of California and the Secretary of State in any other state with jurisdiction over Grantee, and shall maintain that status throughout the term of the Agreement.
3. If Grantee is a corporation or other non-governmental entity, failure of Grantee to maintain good standing with any Secretary of State may at the election of Grantor or CHHS result in suspension or termination of this Agreement, when such standing cannot be fully restored in 30 calendar days. Grantor and CHHS may reinstate this Agreement at their discretion if satisfactory status is restored.

F. Agreement Authorization

1. Grantee shall submit to Grantor an authorization by its Governing Board to execute this Agreement, referencing this Agreement.
2. Documentation in the form of a resolution, order, or motion by Grantor's Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution, order, or motion from the Governing Board of Grantee authorizing Grantee's designee to execute the original and all amendments to this Agreement.

G. Payment of awarded funds, during the term of this Agreement, shall be contingent upon the Grantee meeting the agreed upon project milestones, satisfactory completion of project deliverables, compliance with all applicable statutory and regulatory requirements, and demonstrated organizational capacity to accomplish the goals enumerated in this Agreement. Specific project milestones, deliverables and/or specific performance metrics will be agreed upon which will be the basis for reimbursement of expenditures.

H. Grantee also acknowledges that Section 3013(h) of the HITECH Act requires the Secretary of Health and Human Services (HHS) to complete annual evaluations of the activities conducted under this program, and implement improvements or changes as necessary. These evaluations will take into account necessary progress which needs to be made to assure HIE is sufficient to meet the HIE meaningful use criteria to be established by the Secretary through the rulemaking process.

I. The primary project representative during the term of this agreement will be:
Rebecca Kriz
Senior Manager of Grant Programs
Cal eConnect, Inc.
(510) 978-4844
rkriz@caleconnect.org

ARTICLE III. HIE EXPANSION GRANT PROGRAM INFORMATION AND REQUIREMENTS; GRANTEE RESPONSIBILITIES AND DELIVERABLES

- A. Primary Objective: The HIE Expansion Grant Program seeks to stimulate the development of robust HIE infrastructure in California by supporting community level and statewide efforts to improve connectivity.
- B. Purpose: The HIE Expansion Grant Program seeks to expand HIE capacity, enable California providers to achieve meaningful use of EHRs, protect to the greatest extent possible individual privacy and confidentiality of electronic medical records per Health and Safety Code – Section 130251(d), and improve health care quality, coordination and efficiency. Grantee, together with other grant recipients, will serve as critical partners in Cal eConnect’s strategy for enabling health information exchange in California.
- C. HIE Expansion Goals:
 - 1. Dramatically increase the scope and scale of HIE between disparate and/or competing health care entities within identified regions and communities.
 - 2. Enable eligible health care entities participating in the CMS Electronic Health Record Incentive Program to achieve HIE-related Stage 1 Meaningful Use criteria in accordance with ONC guidance (ONC-PIN-001) in the areas of e-prescribing, receipt of structured lab data, exchange of patient care summaries, and/or building capacity for public health systems to accept electronic reporting of immunizations, notifiable disease reports, and/or other electronic data for syndromic surveillance. The program will also support the development of HIE infrastructure that lays the foundation for increasingly complex exchange requirements expected in MU stages 2 & 3 to make real the goal that information follows the patient.
 - 3. Measurable health system improvements in the following areas:
 - a. Care coordination, health outcomes, and/or patient safety;
 - b. Clinical efficiencies that drive down the cost of health care delivery;
 - c. Access to quality care among the underserved in rural, minority, or other communities experiencing health disparities attributed to limited access; and
 - d. Development of strategic partnerships through a “Community of Practice” for all grant recipients. Staff and grant recipients will share knowledge, resources, and tools to advance the development and dissemination of HIE standards, policies, and operational best practices.

- D. **Funding:** In consideration of the Grantee's performance of its obligations hereunder, and for the other consideration specified in this Agreement, Grantor will pay sums to Grantee as described in Exhibit B.
- E. **Performance Measures:** Grantor will monitor the impact of Grantee's projects funded under this Agreement through performance measures that reflect ONC and California priority areas under the HIE Cooperative Agreement and the CMS Final Rule for Meaningful Use of EHRs. Grantee's general HIE utilization measures will be tracked, and Grantor may require Grantee to propose additional clinical outcome and/or process measures relevant to its specific effort. Please see Exhibit F for the Performance Measures quarterly reporting template. Continued funding under this Agreement shall be conditioned upon Grantee's demonstration that its performance meets or exceeds the standards set by Grantor pursuant to these performance measures.
- F. **Monitoring Process:** Grantor will evaluate Grantee's programs through a combination of quarterly status reports, monthly Grantee meetings, and site visits.
- G. **Reporting and Site Visits:**
1. Grantee shall submit quarterly status reports that should include a list of accomplishments by the Grantee in the previous period, projected tasks for the upcoming period as well as identification of any issues/risks that could impact the timely completion of tasks.
 2. Grantee shall submit quarterly budgets detailing the prior quarter's actual spending and projected spending for the next quarter.
 3. Grantee shall submit monthly accounting of expenditures.
 4. Grantor will conduct periodic site visits for the purposes of monitoring, evaluation, and providing technical assistants to Grantees.
 - a. A kick off site visit will be scheduled for April/May 2011
 - b. At least two additional site visits will be scheduled during the duration of the granting period
 5. Grantee shall submit a status report including mutually agreed upon HIE utilization measures and brief narrative one year after project completion date to support the continued evaluation and impact of HITECH and ARRA funding.
- H. **Meetings:**
1. Grantor will host "Community of Practice" webinars every other month to discuss status of programs, share information and best practices.

2. Grantor will conduct individual monthly status calls with each of the grantees.
- I. Privacy and Security: Grantor will review and monitor privacy and security measures undertaken by the Grantee and its Participants as described in Exhibit G.
- J. Compliance Certification: Grantee shall be required to certify that Grantee is currently in compliance with state and federal law pertaining to the exchange of health information, including the federal HITECH Act, commencing at section 3013 of Title XXX of the Public Health Service Act. If in the course of the grant project, Grantor identifies a significant variation to compliance through the above mentioned monitoring process, the Grantee must ensure and prove baseline compliance in order to remain a funded project.

ARTICLE IV. APPROVED WORK PLAN AND BUDGET.

- A. Exhibit A, Attachment 1 is a Summary Table of the currently approved meeting dates, other events and deliverables for this Agreement. 2 is a Summary Table of the Quarterly Project Plan and Deliverables Schedule for Grantee's performance under this Agreement.
- B. All deliverables are subject to acceptance by Grantor. Grantor reserves the right to review, comment and return any product or deliverable, or portion of product or deliverable, that Grantor believes does not adequately meet the requirements of this Agreement, the CHHS Agreement or other federal and/or State requirements. Grantor reserves the right to withhold full or partial payment of invoices based on this review.

ARTICLE V. MONITORING, ASSESSMENT, AND EVALUATION

- A. Grantee is responsible for managing the day-to-day operation of this Agreement and any subcontract supported activities. The Grantee shall not delegate or contract these responsibilities to any other entity. Grantee must monitor to ensure compliance with applicable federal requirements and to ensure that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.
- B. The Grantee will be subject to comprehensive monitoring, review and oversight by Grantor and CHHS, ONC and their designated representatives. This review includes but is not limited to the following:
 1. A review and evaluation of Grantee's performance in relation to agreed upon deliverables and goals;
 2. Evaluation of expenditures against budgeted costs;

3. An evaluation of project management protocols to determine if protocols are being implemented, reviewed and updated as necessary;
 4. Adherence to established policies and procedures;
 5. A determination as to whether the Grantee is monitoring and reporting on required program evaluation metrics;
 6. Maintaining oversight of HIE services, and assuring that HIE is operating effectively and within the appropriate regulatory environment;
 7. Grantee's use of tools necessary to track and maintain project information expected to be required for CHHS to conduct a self-evaluation of the project and to inform a national program-level evaluation.
 8. Participating as necessary in the nationwide program evaluation.
- C. Grantor will conduct the monitoring and evaluation through required reports as well as onsite visits. Grantor reserves the right to require Grantee to implement a corrective action plan that identifies specific action and timeframes to address any deficiencies identified through program compliance monitoring and evaluation activities. This oversight will include, but not be limited to: onsite monitoring, performance reporting, review and evaluation of status and progress reports, review of expenditures and deliverables (projected versus delivered), and evaluation as part of the coordinated State and national program evaluation, as specified below.
- D. Authorized State and federal representatives shall have the right to monitor, assess, and evaluate Grantee's performance pursuant to this Agreement. This monitoring, assessment, and evaluation may include, but is not limited to, audits, and inspections of project premises, as appropriate, and interviews of project staff and subcontractors.
- E. Grantee shall cooperate with the monitoring, assessment, and evaluation processes, which includes making any program, and administrative staff available during any scheduled process.

ARTICLE VI. DISCLAIMER:

The conclusion and opinions expressed in this grant agreement may not be those of the California Health and Human Services Agency (CHHS) or the federal Department of Health and Human Services (DHHS). Cal eConnect's products, services, documents and reports are federally funded for time-limited bases, and, as such, should be considered demonstration or pilot services. Products, services, reports, conclusions may not have been reviewed or approved by CHHS or DHHS, and do not represent the official position or endorsement of either DHHS or CHHS.

Exhibit A – Attachment One

Key Dates for Meetings and Reports

Month	Activity	Date
May 2011	Project kickoff Site Visits	BOM
June 2011	Sign Contracts, commence Funding	6/1/2011
	Monthly Accounting Report Due	6/15/2011
	Community of Practice Webinar	6/21/2011
July 2011	Monthly Accounting Report Due	7/15/2011
	Monthly Status Report Call	TBD
August 2011	Monthly Accounting Report Due	8/15/2011
	Monthly Status Report Call	TBD
	Community of Practice Webinar	8/16/2011
	Quarterly Report Due	8/31/2011
September 2011	Monthly Accounting Report Due	9/15/2011
	Monthly Status Report Call	TBD
October 2011	Monthly Accounting Report Due	10/15/2011
	Monthly Status Report Call	TBD
	Site Visit	TBD
	Community of Practice Webinar	10/18/2011
November 2011	Monthly Accounting Report Due	11/15/2011
	Monthly Status Report Call	TBD
	Quarterly Report Due	11/30/2011
December 2011	Monthly Accounting Report Due	12/15/2011
	Community of Practice Webinar	12/20/2011
January 2012	Monthly Accounting Report Due	1/15/2012
	Monthly Status Report Call	TBD
February 2012	Monthly Accounting Report Due	2/15/2012
	Monthly Status Report Call	TBD
	Community of Practice Webinar	2/21/2012
	Quarterly Report Due	2/29/2012
March 2012	Monthly Accounting Report Due	3/15/2012
	Monthly Status Report Call	TBD
April 2012	Monthly Accounting Report Due	4/15/2012
	Monthly Status Report Call	TBD
	Community of Practice Webinar	4/17/2012
May 2012	Monthly Accounting Report Due	5/15/2012

	Monthly Status Report Call	TBD
	Quarterly Report Due	5/31/2012
June 2012	Monthly Accounting Report Due	6/15/2012
	Site Visit	TBD
	Community of Practice Webinar	6/19/2012
July 2012	Monthly Accounting Report Due	7/15/2012
	Monthly Status Report Call	TBD
August 2012	Monthly Accounting Report Due	8/15/2012
	Monthly Status Report Call	TBD
	Community of Practice Webinar	8/21/2012
	Quarterly Report Due	8/31/2012
September 2012	Monthly Accounting Report Due	9/15/2012
	Monthly Status Report Call	TBD
October 2012	Monthly Accounting Report Due	10/15/2012
	Monthly Status Report Call	TBD
	Community of Practice Webinar	10/16/2012
November 2012	Monthly Accounting Report Due	4/15/2012
	Monthly Status Report Call	TBD
December 2012	Final Monthly Accounting Report Due	12/15/2012
	Final Monthly Status Report Call	TBD
	Community of Practice Webinar	12/18/2012
January 2013	Final Report Due	1/31/2013

*Dates are subject to change

Exhibit A – Attachment Two
QUARTERLY PROJECT PLAN AND DELIVERABLES SCHEDULE

June 1, 2011 – November 30, 2012
(To be completed & submitted by Grantee)

Grant Quarter	Deliverable	Due Date
Each Quarter	Quarterly Report	Due at the end of each quarter.
	Budget with projected for next quarter	
Each Month	Monthly expenditures from prior month	Due the 15 th of the month
1Q	WHIN Expanded HIE Hardware Infrastructure Deployed in order to scale for LA county region	8/31/2011
	Integration Technical Design Documents completed for the 8 hosted CA preferred EHRs	8/31/2011
	Execute BAA with LAC DHS to start development of interfaces	7/31/2011
	Quarterly Report (LANES)	8/31/2011
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	8/31/2011
2Q	Health-e-LA Clinic Interfaces for 8 clinics complete	11/30/2011
	Establish VPN & Edge Server with LAC DHS	9/30/2011
	Los Angeles County Regional Safety Net Accountable Care Network participants sign Data Participation Agreements (AltaMed, Hollywood Pres)	11/30/2011
	Interface Implementation and testing completed for 8 hosted CA preferred EHRs	11/30/2011
	WHIN Interfaces transition to expanded HIE infrastructure	11/30/2011
	Quarterly Report (LANES)	11/30/2011
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	11/30/2011
3Q	Health-e-LA Clinic Interfaces for 8 more clinics complete	2/29/2012
	LA County Counsel approves LANES powered by WHIN Data Participation Agreement for signing	2/29/2012
	Los Angeles County Regional Safety Net Accountable Care Network participants interfaces are designed, developed, and tested – ready for production after the agreements are signed(AltaMed, Hollywood Pres)	2/29/2012
	Quarterly Report (LANES)	2/29/2012
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	2/29/2012

4Q	LA County Board of Supervisors authorizes CEO to sign LANES powered by WHIN Data Participation Agreement	5/31/2012
	Pre-tune MPI for LAC DHS data	5/31/2012
	Quarterly Report (LANES)	5/31/2012
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	5/31/2012
5Q	Provide metrics for Cal eConnect evaluation team (LANES & WHIN)	8/31/2012
	Quarterly Report (LANES)	8/31/2012
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	8/31/2012
6Q	Provide metrics for CHHS evaluation team (LANES & WHIN)	11/30/2012
	Quarterly Report (LANES)	11/30/2012
	Budget with actuals from prior quarter and projected for next quarter (PHFE)	11/30/2012
	FINAL PROJECT REPORT	1/31/2013

* Deliverables may be modified during the course of the grant with approval from Cal eConnect.

EXHIBIT B

BUDGET DETAILS AND PAYMENT PROVISIONS - Exhibit B

ARTICLE I. PAYMENT

- A. In consideration of the Grantee's performance of its obligations hereunder, and for the other consideration specified in this Agreement, Grantor will advance one quarter of the Grantee's annual grant budget upon mutual execution of this Agreement and Grantor's receipt of approval from CHHS.
- B. Additional funds will be provided in advance, on a quarterly basis except for the final quarter, in accordance with the budget and payment schedule set forth in this Exhibit B, and upon Grantor's receipt and acceptance of the Grantee's quarterly status report and invoices for the previous quarter's expenditures.
- C. Grantees will provide monthly invoices on expenditures as required in Article II below.
- D. The final quarter's payment (which shall be no less than 10% of the total amount granted to Grantee hereunder funds) will be payable upon Grantor's receipt and acceptance of the Grantee's final project report.
- E. Revised budgets may be submitted along with the quarterly status reports, subject to Grantor's approval.

ARTICLE II. INVOICING AND PAYMENT

- A. Funding for part of this Agreement comes from federal grant agreement award number 90HT0029/01 and CFDA Nbr. 93.719. Notwithstanding any other provision of this Agreement, the maximum amount payable under this agreement shall not exceed \$996,070. These funds are one-time only funds.
- B. Upon approval of deliverables in compliance with this Agreement, Grantor shall pay Grantee in accordance with this Exhibit B.
- C. The Grantee shall submit monthly invoices for expenditures. Invoicing and payment shall be consistent with federal requirements and use Grantor template.
- D. Invoices will be reviewed and evaluated against agreed upon costs and deliverables, timeframes and consistency with budget line items.
- E. The Grantee must provide in its request for authorization all particulars necessary, as specified by Grantor, for evaluating the reimbursement request. Receipts, invoices and other source documents supporting all costs shall be available for review when requested and retained for verification and audit, as specified in the records retention and audit sections of this Agreement.
- G. Submission of Invoices

1. The Grantee will cooperate with Grantor in submitting timely status reports that contain estimated percentages of completion for all deliverables, based on work completed and remaining to be done, and shall justify and support their determinations as necessary or requested.
2. The Grantee shall submit monthly invoices to Grantor. All invoices shall contain: the invoice date; identification of the deliverable associated with the invoice; principal contact; subcontractor's or sub-grantee name and address, as applicable; period covered by invoice; associated line item budget information identifying the source of budgeted funds, including subcontractor or sub-grant funds; available cash from advance payments after payment of invoice and other information as requested by Grantor.
3. Grantor may request at any time that the supporting documentation be included before any invoice is processed. Supporting documentation includes but is not limited to personnel and financial records, receipts and billings from contractors and vendors, proof of purchase and delivery, etc.
4. Supporting documentation for expenses incurred must be kept and retained in accordance with state and federal requirements.
5. Invoices shall be for actual expenses incurred.

ARTICLE III. BUDGET AND BUDGET REVISION

A. Limitation of State Liability

Funding for this Agreement is dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available and until Grantee has received notice of funding availability, which will be confirmed in writing. It is mutually agreed that if the Budget Act for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, The Grantor ~~CHHS~~ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government, or is otherwise insufficient, CHHS and the Grantor shall have the option to either terminate this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

- B. Grantee shall be reimbursed for expenses only as itemized in the approved Budget, which is attached and hereby incorporated by reference into this Exhibit. This does not prohibit budget revisions, as may be necessary during the period of the Agreement, and which shall be agreed to by both parties, in writing, before being incorporated into this Agreement.

Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by CHHS under this Agreement.

- C. Grantee must obtain prior written approval from the Grantor to transfer funds from one budget category to another, or to change the budget plan's anticipated expenditure timeframes. This request and approval shall be in a format specified by the Grantor. Grantee must provide justification and supporting documentation for each budget transfer request submitted.
- D. Grantee agrees to comply with any federal and state budgeting and reimbursement instructions and procedures issued to the Grantee.

ARTICLE III. FUNDS

A. Expenditure of Funds

1. The Grantee shall develop and maintain financial policies and implement procedures to effectively manage funding by monitoring spending and providing appropriate financial controls.
2. Grantee shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, this Exhibit B, and applicable other sections of this Agreement.
3. Reimbursement for necessary travel expenses shall be made from funds within this Agreement. Any reimbursement for authorized travel shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations (<http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf>) including rates for per diem (meal and incidentals) (<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>) and lodging (<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>). This is not to be construed as limiting Grantee from paying any differences in costs between the Department of Personnel Administration rates and any rates Grantee is obligated to pay under other contractual agreements; however, these payments must be made from funds other than those provided by this Agreement. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CHHS. The Grantee agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

4. Grantee agrees to include the travel reimbursement requirements above in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.
 5. Grantor reserves the right to refuse payment to Grantee or later disallow costs for any expenditure, if Grantor or CHHS determines that the costs are not in compliance with this Agreement or are unrelated or inappropriate to this Agreement; or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.
 6. Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to, or received by Grantee under this Agreement, shall be accounted for and allocated consistent with federal requirements.
- B. Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Grantee, and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.
- C. Funds are to be used in a manner consistent with program policies developed by ONC (see http://healthit.hhs.gov/portal/server.pt/community/healthit_hhs_gov__business_grants_management_resources/3335/grants_management_advisories/21279) Allowable administrative costs include usual and recognized overhead, including indirect rates for all consortium organizations that have an approved indirect cost rate by a federal cognizant agency. Allowable budget categories for costs include:
1. Personnel
 2. Fringe Benefits
 3. Travel
 4. Property or Equipment
 5. Supplies
 6. Contractual
 7. Other, e.g., printing, postage, conference registration fees, non-contractual fees paid directly to individual consultants, local travel not requiring per diem, training and staff development costs, etc.
 8. Indirect Charges
 9. Program Income, as applicable
- F. Funds under this Agreement cannot be used for any of the following:
1. To supplant on-going activities or usual activities of any organization involved in the project;
 2. To supplant or replace current public or private funding;
 3. To purchase or improve land, or to purchase, construct, or make permanent improvement to any building except for minor remodeling;
 4. To reimburse pre-award costs.

G. Unexpended Funds

1. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Grantee, upon written demand, shall immediately return to Grantor, any unobligated funds, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.
2. Unobligated funds are restricted, and are to be reported on the final Close Out report submitted at the end of the project or Agreement period, or upon dissolution of the entity or Agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS: Exhibit C

This exhibit reiterates for ease of reference the State of California General Terms and Conditions, which can also be found on the Department of General Services website: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

The Certification document described in K below can be found at this website and is not repeated in this Agreement.

- A. APPROVAL: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
- B. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- C. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- D. AUDIT: Grantee agrees that Grantor, the State of California, including without limitation the State of California Department of General Services, Bureau of State Audits, or their designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- E. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless Grantor, the State, and their respective officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

- F. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.
- G. TERMINATION FOR CAUSE: Grantor, acting on its own initiative or at the request of the State, may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by Grantor and/or the State, as the case may be. All costs to Grantor shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.
- H. INDEPENDENT CONTRACTOR: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Grantor or the State.
- I. RECYCLING CERTIFICATION: The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- J. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective

bargaining or other Agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

- K. **CERTIFICATION CLAUSES:** The CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document:
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

- L. **TIMELINESS:** Timely completion of projects is very important. Grantee shall use all commercially reasonable efforts to meet specified timeframes as mutually agreed by the parties.

- M. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

- N. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- O. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the grantee acknowledges in accordance with Public Contract Code 7110, that:

1. Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and,
2. Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- P. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provision of this Agreement have force and effect and shall not be affected thereby.

- Q. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS: Exhibit D

ARTICLE I: GENERAL ASSURANCES AND STAFFING

A. Nondiscrimination

Grantee shall comply with all federal statutes relating to nondiscrimination, including but not limited to the Americans with Disabilities Act, referred to in Exhibit C, and the Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.). Grantee shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

B. Law, Policy and Procedure, Licenses, Certificates and Standards of Work

1. Grantee agrees to administer this Agreement and require any subcontractors to administer their contracts in accordance with this Agreement.
2. Grantee agrees to comply with all applicable local, State, and federal laws including, but not limited to, discrimination, wages and hours of employment, occupational safety; and to fire, safety, health, and sanitation regulations, directives, and/or guidelines related to this Agreement, and resolve all issues using good administrative practices and sound judgment. Grantee shall keep in effect all licenses, permits, notices, and certificates that are required by law.
3. Grantee agrees to comply with applicable State and federal laws, regulations, policies and other requirements relating to the implementation and administration of the "State Cooperative Agreements to Promote Health Information Technology" program, including HHS grant administration regulations, as applicable, unless they conflict or are superseded by the terms and conditions implementing ARRA. This includes, but is not limited to, federal policies contained in the HHS Grants Policy Statement which provides the general terms and conditions of HHS discretionary grant and cooperative agreement awards, including those requirements applicable to subcontractors.
4. Grantee agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
5. This Agreement is subject to the federal Department of Health and Human Services Administrative requirements, which can be found at 45 CFR Part 74 and the Standard Terms and Condition implemented through the HHS

Grants Policy Statement located at
<http://www.hhs.gov/grantsnet/adminis/gpd/index.htm> .

C. Fraud and Abuse

1. Grantee shall report immediately to Grantor and CHHS, in writing, any incidents of alleged fraud and/or abuse either by the Grantee or by any of the Grantee's subcontractors. Grantee shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CHHS.
2. Grantee shall promptly refer to Grantor and the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>.

D. Conflict of Interest

1. The Grantee shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. The Grantee shall comply with specific requirements for Conflict of Interest, as specified by Grantor and/or CHHS. Grantor and CHHS each reserves the right to request that the Grantee provide reports and/or analysis of required disclosure statements, and other supporting information.
2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by Grantor and/or CHHS and such conflict may constitute grounds for termination of the Agreement.

E. Covenant Against Contingent Fees

1. Grantee warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, Grantor and CHHS each shall have the right to void this Agreement without liability or at its respective discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

F. Payroll Taxes and Deductions

Grantee shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State Income taxes withheld, to designated governmental agencies as required by law.

G. Grantee shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738).
5. Public Contract Code Section 10295.3, concerning discrimination.

H. Debarment, Suspension, and Other Responsibility Matters

1. Grantee certifies to the best of its knowledge and belief, that it he/she and their principals or affiliates or any subcontractors used under this agreement:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

- e. Grantee also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
 2. Grantee agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment or suspension status.
- I. Grantee's Staff
1. Grantee shall maintain adequate staff to meet the Grantee's obligations under this Agreement. This shall include experienced and qualified executive management staff who act under the direction of the Grantee's Board of Directors to address privacy and security, technical approaches to HIT adoption.
 2. Grantee shall maintain and oversee workgroups and subcommittees to reasonably accomplish State and federal health information technology and exchange goals.
 3. Grantee shall develop and maintain Articles of Incorporation and Bylaws that clearly describe who its members are, how members are selected and each member's organizational placement and their responsibilities and authorities.
 4. The staff shall be available to Grantor and the State for training and meetings, which Grantor and/or the State may find necessary from time to time.
- J. Lobbying Certification. Grantee, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Grantee shall require that the language of this certification above be included in the award documents for all subcontracts (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE II: SUBCONTRACTS OR SUB-RECIPIENT AWARDS

- A. Grantee is responsible for carrying out the terms of the Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, fiscal aspects of the program, and issues that arise out of any subcontracts. Grantee shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. Without limiting Section A, nothing contained in this Agreement shall create any contractual relationship between Grantor or CHHS, on the one hand, and any subcontractors of Grantee, on the other hand, and no such subcontractor shall relieve Grantee of its responsibilities and obligations hereunder.
 1. Grantee agrees to be fully responsible to Grantor and CHHS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee.
 2. Any subcontractors used by the Grantee are accountable to Grantee but must meet the requirements of this Agreement when performing services funded by this Agreement.
 3. Grantee's obligation to pay its subcontractors is an independent obligation from the obligation of Grantor to make payments to the Grantee. Grantor shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Notwithstanding Section B above, the Grantee shall include the following provision in all subcontracts or sub-recipient awards:

“If the California Health and Human Services Agency (CHHS) terminates its agreement with Cal eConnect before its scheduled termination date, and upon thirty days notice to the subcontractor or sub-recipient, any contract or sub-recipient award may be assigned by the California Health and Human Services Agency (CHHS) to the State, including but not limited to CHHS, or a successor non-profit agency as the CHHS may specify.”

- D. In accordance with federal procurement regulations, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition, in accordance with federal regulations, CFR, Sec. 74.44, which are repeated in subsection E below for reference.
- E. Grantee shall establish written procurement procedures which adhere to the following:
 - 1. The Grantee avoids purchasing unnecessary items;
 - 2. Where appropriate, the Grantee shall perform an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the recipient and the Federal Government; and
 - 3. The Grantee shall ensure that solicitations for goods and services provide for all of the following:
 - a. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - b. Requirements, which the bidder/offer or must fulfill, and all other factors to be used in evaluating bids or proposals.
 - c. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - d. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
 - e. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

- f. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- 4. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. The Grantee shall take all of the following steps to further this goal:
 - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b. Make information on forthcoming opportunities available and arrange timeframes for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.
- 5. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Grantee, in consultation with Grantor, but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.
- 6. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR Part 76.)

7. Grantee shall, upon request, make available for Grantor and/or CHHS and ONC, pre-award review, procurement documents such as requests for proposals or invitations for bids, independent cost estimates, or other materials or tools, when any of the following conditions apply:
 - a. Grantee's procurement procedures or operation fails to, or appears to fail to, comply with the procurement standards in this Section.
 - b. The procurement is expected to exceed the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - c. The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product.
 - d. The proposed award over the simplified acquisition threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 - e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the simplified acquisition threshold
 8. Awards to subcontractors shall be made to the bidder whose bid or offer is responsive to the solicitation and is the most advantageous to the Grantee, price quality and other factors being considered.
- F. Funds for this Agreement shall not be obligated in agreements for services beyond the ending date of this Agreement.
- G. Grantee shall have no authority to contract for, or enter into any other agreement, or on behalf of, or incur obligations on behalf of the State of California.
- H. Grantee agrees to ensure that all subcontractors are properly licensed, certified, or have valid permits for the services being provided. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Grantee and shall be made available for review at the request of CHHS.
- I. Grantee shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Grantee, its officers, agents, and employees from any and all claims and losses accruing or resulting to any subcontractors, vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor in the performance of this Agreement.

- J. Grantee shall require all subcontractors to report immediately in writing to Grantee any incidents of fraud or abuse.
- K. Grantee shall require language in all subcontracts to require the subcontractors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5.

ARTICLE III: RECORDS

- A. Grantee shall maintain complete records of its activities and expenditures hereunder in a form satisfactory to Grantor and CHHS and shall make all such records available for inspection and audit by the State or federal government, and their duly authorized agents, at any time during normal business hours. These records include but are not limited to accounting records, contracts, agreements, reconciliation of the "Final Accounting Reconciliation" to the audited financial statements, letters of agreement, insurance documentation, statistical records, supporting documents, and other financial and programmatic records required to be maintained by the terms of this Agreement, or other requirements or which can reasonably be considered as pertinent to program regulations or this Agreement.
- B. Length of retention period. Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (E) of this section and longer if necessary to meet one or more of the following conditions: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by Grantor or CHHS, or its designee; or (2) for such longer period as may be required by applicable statute or as Grantor or CHHS, or its designee deems necessary.
- C. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it to the satisfaction of Grantor or CHHS and so stated in writing to Grantee, or until the end of the regular 3-year period, whichever is later.
- D. To avoid duplicate record keeping, Grantor or CHHS may make special arrangements with the grantee and subcontractors to retain any records which are continuously needed for joint use. Grantor or CHHS will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal government, the 3-year retention requirement is not applicable to the grantee or subcontractor.
- E. Starting date of retention period. The retention period for the records of each funding period starts on the day the Grantee or subcontractor submits to Grantor or CHHS its single or last expenditure report for that period.

- F. Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of Grantor or CHHS.
- G. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by Grantor under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Grantee are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- H. Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- I. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in above. Upon termination of this Agreement, Grantee shall ensure materials, equipment, supplies, resource directories, or other intellectual property produced under this Agreement are returned to Grantor or CHHS or transferred to another grantee or contractor as directed by Grantor or CHHS.
- J. Grantee agrees that Grantor or CHHS, or their respective designees, will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Grantee agrees to provide Grantor or CHHS or their designees with any relevant information requested and shall permit them access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq.

ARTICLE IV: PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or non-capitalized, used in operation of this Agreement. Property includes equipment.
 - 1. All property purchases must meet requirements concerning the appropriate use of grant funds, including those listed in Exhibit B of this Agreement.
 - 2. Property includes buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 3. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

4. Equipment to be purchased with federal funds must be justified as necessary for the conduct of the project. The equipment must be used for project-related functions; the equipment or a reasonable facsimile must not be otherwise available to the Grantee or its subcontractors.
- B. Property meeting all of the following criteria is subject to the capitalization requirements and is referred to as property or equipment. Property that is capitalized must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement). Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use; and
 3. Be used to conduct business under this Agreement.
- C. Property referred to in B above includes:
1. Furniture -- Standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.
 2. Portable Assets -- Items considered "highly desirable" because of their portability and value; e.g., calculators, typewriters, cameras, etc.
 3. Electronic Data Processing (EDP) Equipment - All computerized and auxiliary automated information handling equipment including those for system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.
- D. Non-capitalized properties are those items that do not meet all three requirements in this Article, Section B above.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- F. Grantee shall keep track of property purchased with funds from this Agreement, whether capitalized or not. Grantee shall maintain an inventory record for each piece of property purchased or built with funds provided under the terms of this

Agreement in a format and manner specified by Grantor or CHHS. The inventory record shall include the date acquired; property description; property identification number (e.g., serial number, model identification for purchased equipment); total cost or other basis for valuation; and any other information or description necessary to identify the property. Grantee shall submit this inventory annually to Grantor or CHHS along with the annual Closeout.

- G. Grantee shall maintain and submit to Grantor and CHHS, annually with the Closeout, a current inventory of property furnished or purchased by either Grantee with funds awarded under the terms of this Agreement. Grantee shall use a format and/or format for this inventory report, as specified by Grantor or CHHS.
- H. In the event of Grantee's dissolution or at the termination of this Agreement, the Grantee shall provide a final inventory to Grantor and CHHS in a format specified by Grantor or CHHS, and shall query Grantor as to the State's requirements for returning said property. Prior to disposal of any property, Grantee must obtain approval from Grantor, regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another entity, or to Grantor or CHHS, may not occur until approval is received from Grantor or CHHS. No later than 120 days after termination of the Agreement or notification of Grantee's dissolution, Grantor or CHHS will issue specific written disposition instructions to Grantee. Grantee shall follow instructions from Grantor or CHHS regarding final disposition of such property.
- I. Grantee shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of property.
- J. CHHS reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- K. Grantee shall exercise due care in the use, maintenance, protection, and preservation of property during the period of this Agreement, and shall assume responsibility for replacement or repair of property until Grantee has complied with all written instructions from Grantor or CHHS regarding the final disposition of the property.
- L. Grantee may share use of the property and equipment or allow use by other agencies, upon written approval of Grantor or CHHS. As a condition of the approval, Grantor or CHHS may require reimbursement under this Agreement for its use.
- M. Grantee shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

ARTICLE V: ACCESS

- A. Grantee shall provide access to Grantor, CHHS, the Office of the National Coordinator, Department of Health and Human Services, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Grantee or its subcontractors which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Grantee assures Grantor that it will include this requirement in its subcontracts. Pursuant to federal regulations, the right of access in this section shall not be limited to the required record retention period but shall last as long as the records are retained.
- B. Grantee agrees that Grantor and CHHS, or their designated representatives, shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

ARTICLE VI: AUDIT

- A. Pursuant to Office of Management and Budget (OMB) Circular A-133 § 200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted each year in accordance with the provisions of OMB Circular A-133 and the Single Audit of 1984, Public Law 98-502, as amended. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §.320 "Report Submission". Grantee agrees to include on their Schedule of Expenditures of Federal Awards (SEFA), and other pertinent documents required by OMB Circular A-133, information to specifically identify ARRA funding.
- B. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement or other federal audit requirements that apply to this Agreement.
- C. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- D. The Grantee shall maintain adequate source documentation relative to the allowability of expenditures reimbursed by Grantor under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Grantee are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. Grantee agrees to allow duly authorized auditor(s) access to any and all of its records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of Grantor and CHHS and their designees to audit

records and interview staff in any subcontract agreement related to performance of this Agreement. Grantee shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.

- F. A copy of all audits performed pursuant to the above provisions shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by Grantor or CHHS.
- G. Grantee shall perform a reconciliation of the "Final Accounting Reconciliation" to the audited financial statements. The reconciliation shall be maintained and made available for review by Grantor, CHHS or their designee.
- H. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars. Grantee may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- I. Grantor, CHHS and their designees shall have the option to perform audits and/or additional work, as needed.

ARTICLE VII: INSURANCE

- A. Prior to commencement of any work under this Agreement, Grantee shall provide for the term of this agreement the following insurance:

General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by Grantor or CHHS in cases of higher than usual risks.

Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.

If applicable, Grantee and its subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

- \$750,000 if seating capacity is under 8;
- \$1,500,000 if seating capacity is 8 - 15;
- \$5,000,000 if seating capacity is over 15;
- Unless otherwise amended by future regulation.

Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
2. The Certificate of Insurance shall provide that the Grantor and "California Health and Human Services Agency", State of California, and their respective officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement.
3. CHHS shall be named the certificate holder and the address must be listed on the certificate.

- C. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Grantee agrees to provide Grantor and CHHS, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event Grantee fails to keep in effect at all times said insurance coverage, Grantor or CHHS may, in addition to any other remedies it may have, terminate this Agreement.

- D. Grantee shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, Grantee shall require all of its subcontractors to hold Grantee, Grantor and CHHS harmless. The subcontractors' Certificate of Insurance shall also have the Grantee, not the State, as the certificate holder and additional insured. Grantee shall maintain certificates of insurance for all its subcontractors and monitor its subcontractors to ensure the insurance requirements are met.

- E. Grantee shall submit to Grantor and CHHS a copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance.
- F. Grantee shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE VIII: COPYRIGHTS AND RIGHTS IN DATA AND OTHER MATERIALS

- A. In addition to any requirements specified in federal or state law, and as required by CHITA, the Grantee shall comply with the following:
 - 1. All deliverables, if eligible for copyright, as defined in the Scope of Work originated or prepared by the Grantee pursuant to this agreement including papers, reports, charts, and other documentation, but not including Grantee's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by CHHS become the exclusive property of CHHS and may be copyrighted by CHHS.
 - 2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of CHHS. CHHS agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to Grantor and Grantee and further agrees that Grantor and Grantee may sublicense additional persons on the same royalty-free basis.
 - 3. Grantee certifies that it has appropriate systems and controls in place to ensure that grant funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 4. If any material funded by this Agreement is subject to copyright, CHHS reserves the right to copyright such material and Grantee agrees not to copyright such material without prior written approval from the Secretary of CHHS. The Secretary shall consent to or give the reason for denial to Grantee in writing within sixty (60) days of receipt of the request.
 - 5. If the material is copyrighted with the consent of CHHS, CHHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
 - 6. The Federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a state (grantee), sub-grantee or a contractor purchases ownership with grant support.

B. Rights in Data, Publications or Other Materials

1. Grantee shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. Grantee shall not publish without crediting CHHS any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to Grantor and the Secretary of CHHS, for approval, at least sixty (60) days before it is to be printed.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to administration of this Agreement.
3. Grantor or the State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Grantee is required to acknowledge the support of Grantor, the federal Department of Health and Human Services and CHHS, in writing, whenever publicizing the work under this Agreement in any media. As appropriate to the materials being published or distributed, the following statement shall be included on the materials: “The conclusions and opinions expressed may not be those of the California Health and Human Services Agency, and that the publication may not be based upon or inclusive of all raw data.”

ARTICLE IX: TERMINATION

A. Termination for Convenience

1. Without limiting any rights which it may otherwise have, Grantor may, at its discretion and upon written notice to the Grantee, terminate performance of work and withhold further payments under this Agreement and/or demand immediate repayment of the unliquidated balance of any payment hereunder for its convenience in whole or, in part, if Grantor

determines that a termination is in the State's interest. If pursued, Grantor shall terminate this Agreement by delivering to Grantee a Notice of Termination specifying the action being taken, the reason for such action, the extent of termination, any conditions of the termination, and the effective date thereof. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement. The notice shall also inform Grantee of any right to appeal such decision to the State and of the procedure for doing so.

2. After receipt of a Notice of Termination, and except as directed by the Grantor, Grantee shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause. The Grantee shall:
 - a. Stop work as specified in the Notice of Termination;
 - b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of this Agreement;
 - c. Terminate all subcontracts to the extent they relate to the work terminated; and
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

B. Termination for Default

1. Without limiting any rights, which it may otherwise have, Grantor may, at its discretion and upon written notice to the Grantee, terminate performance of work and withhold further payments under this Agreement and/or demand immediate repayment of the unliquidated balance of any payment hereunder, as a consequence of any of the circumstances listed below. If pursued, Grantor shall terminate this Agreement by delivering to Grantee a Notice of Termination specifying the action being taken, the reason for such action, the extent of termination, any conditions of the termination, and the effective date thereof. Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement. The notice shall also inform Grantee of any right to appeal such decision to the State and of the procedure for doing so.
 - a. Failure to observe applicable covenants, conditions, or warrants.
 - b. Violation of the law.

- c. Failure to comply with any condition of this Agreement.
 - d. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - e. Failure to comply with Federal program standards and reporting requirements.
 - f. Evidence that Grantee is in an unsatisfactory financial condition as determined Grantor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - g. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - h. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Grantee's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Grantee.
 - i. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Grantee's assets or income.
 - j. Finding of debarment or suspension.
 - k. Grantee's organizational structure has materially changed.
 - l. Grantor or CHHS determines that Grantee may be considered a "high risk" agency as described in 45 CFR 74.14 for non-profit organizations. If such a determination is made, Grantee may be subject to special conditions or restrictions.
 - m. Failure to continually meet conditions as determined by Grantor and the Secretary of CHHS, as required by Health and Safety Code, Section 130251(g).
2. After receipt of a Notice of Termination, and except as directed by the Grantor or CHHS. Grantee shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting and funds due under this clause. Grantee shall:
- a. Stop work as specified in the Notice of Termination
 - b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of this Agreement.

- c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- C. Grantee may give Grantor and CHHS written Notice of Intent to Terminate this Agreement at least 120 days prior to the proposed effective date of the proposed termination. Such notification alone does not authorize the Grantee to terminate work. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, Grantor and/or CHHS will work with the Grantee to orderly terminate the Agreement, which will include resolution of all financial and reporting obligations of the Grantee.

ARTICLE X: REMEDIES

Grantee agrees that any remedy provided in this Agreement is in addition to, and not in derogation of, any other legal or equitable remedy available to Grantor or CHHS as a result of breach of this Agreement by Grantee, whether such breach occurs before or after completion of the project.

ARTICLE XI: DISSOLUTION OF ENTITY

Grantee shall notify Grantor and CHHS immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XII: ARBITRATION

Any dispute arising out of or in connection with this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration will be held in Alameda County. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction. The arbitrator will not award damages or other relief inconsistent with this Agreement. Each party will be responsible for its costs of the arbitration; the cost of the arbitrator will be shared equally.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR
AGREEMENTS USING ARRA FUNDS — Exhibit E

- A. Grantee and its subcontractors are subject to audit by Grantor and appropriate federal and State entities. Grantor and the State each has the right to cancel, terminate, or suspend this Agreement if the Grantee or its subcontractor fails to comply with the reporting and operational requirements contained herein.
- B. **ENFORCEABILITY:** Grantee agrees that if it or one of its subcontractors fails to comply with all applicable federal and/or State requirements governing the use of ARRA funds, Grantor may withhold or suspend, in whole or in part, funds awarded under the program, and/or Grantor or the State may recover misspent funds following an audit. This provision is in addition to all other remedies available to Grantor and/or the State under all applicable State and federal laws.
- C. **PROHIBITION ON USE OF ARRA FUNDS:** Grantee agrees in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
- D. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Grantee agrees that in accordance with ARRA, Section 1605, neither Grantee nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. Grantee understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
- E. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, Grantee assures that it and its sub-recipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Grantee and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
- F. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Grantee agrees that it shall permit Grantor, the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve

transactions relating to, this Agreement; and (2) interview any officer or employee of Grantee or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Grantee shall include this provision in all of its agreements with its subcontractors from whom Grantee acquires goods or services in its execution of the ARRA funded work.

- G. **WHISTLEBLOWER PROTECTION:** Grantee agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors or grantees, including Grantor and the State, and all contractors or grantees of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Grantee agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
- H. **FALSE CLAIMS ACT:** Grantee agrees that it shall promptly notify Grantor and the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- I. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Grantee agrees to provide Grantor with information on a quarterly basis which includes but is not limited to the following:
1. The total amount of ARRA funds received by Grantee during the Reporting Period;
 2. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 3. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of jobs created and /or retained by the project or activity;
 - e. The name of the entity receiving the contract;
 - f. The amount of the contract;
 - g. The transaction type;

- h. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - i. The Program source;
 - j. An award title descriptive of the purpose of each funding action;
 - k. The location of the entity receiving the contract;
 - l. The primary location of the contract, including the city, state, congressional district and country;
 - m. The DUNS number, or name and zip code for the entity headquarters;
 - n. A unique identifier of the entity receiving the contract and the parent entity of Grantee, should the entity be owned by another; and
 - o. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986;
- J. Any other information reasonably requested by Grantor or the State or required by State or federal law or regulation.
- K. In a format, manner and timeframe specified by Grantor or CHHS, Grantee shall file a timely and accurate ARRA report each calendar quarter that will, in turn, enable timely and accurate federal reporting by the State. State reports are due no later than 10 days after the end of each calendar quarter.
- L. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA are provided online at www.FederalReporting.gov. Any additional or amended reporting requirements are hereby added to this Agreement by this reference.

EXHIBIT F

HIE EXPANSION GRANT QUARTERLY REPORT GUIDELINES – Exhibit F

Grantee shall be required to submit quarterly reports and financial statements to Grantor for approval as a condition to grant funding hereunder. Submission deadlines shall be as set forth in Exhibit B. All reports and budget updates shall be submitted to grants@caleconnect.org. Quarterly Reports shall not exceed five pages not including budget or cover sheet, except as expressly approved by Grantor in advance.

1. Cover Sheet

Please include the following information on a cover sheet:

- HIE Expansion Grant Quarterly Report
- Name of Organization
- Project Title
- Contact information including phone and email
- Date
- Dates covered in the report
- Start and end date of the grant

2. Narrative

- Update
 - What did you accomplish during this reporting period relative to the scope of work for your project? If relevant, which indicators or benchmarks were used to determine your progress?
 - Which, if any, proposed activities were not completed? Briefly describe those activities, the reasons they were not completed, and your plans for carrying them out.
 - Briefly describe any unanticipated challenges or risks you are facing. Do you need any additional assistance from Grantor? What changes could be considered at this point to improve the project's success?
 - Have you made any changes to your board, the program staff or your nonprofit status? If yes, please explain.
 - Is there anything else you wish to communicate to Grantor?
- Grant Expenditures

- Have you attached an expenditure detailing the use of grant funds during the reporting period and listing expenditures for each line item in the approved budget? If no, please explain.
- Was any interest earned on grant funds? If yes, were the funds applied to the approved project/program?
- Are there are anticipated budget variances exceeding 20 percent of any line item in the Personnel or Non-Personnel categories, or under- or over-expenditures of any amount in the Other Cost category? If yes, please explain.

3. Performance Measures

Report on the measures applicable to your project for each quarter with the first quarter constituting the baseline (please add additional measures below, including at least one health system or outcome improvement measure). Indicate both the absolute number of participants as well as the percent according to the total number in the service domain.*

	# Provider Partners	% Provider Partners	# Hospital Partners	% Hospital Partners	# Electronic Clinical Msgs.
HIE Utilization					
Participating in service domain					
Participating in electronic health information exchange					
HIE Utilization by data type					
Summary of Care Records					
Sending a summary of care record for transitions of care or referral (MU stage 1)					
Receiving a summary of care record for transitions of care or referral					
Labs					
Receiving lab results electronically					
Incorporating lab results into EHRs as structured data (MU stage 1)					
Public Health Reporting					
Performing electronic immunization data submission (MU stage 1)					
Performing electronic syndromic surveillance data submission					
ONC PIN Measures					

	# Provider Partners	% Provider Partners	# Hospital Partners	% Hospital Partners	# Electronic Clinical Msgs.
	#	%			
Health plans supporting electronic eligibility and claims transactions					
Pharmacies accepting electronic Rx and refill requests					
Clinical labs sending results electronically					
Health departments electronically receiving immunizations, syndromic surveillance, and notifiable lab results					
Additional Measure(s)**					
Additional measure(s)					
Qualify for CMS EHR Incentive Programs					

** “Service domain” designates the network of entities participating in – or targeted for participation in - a health information exchange effort. While a service domain may be concentrated or contained within a particular geographical area, it contrasts with the term “service area,” which implies inclusion of all the providers in that geographic area.

**Additional measures may include the number of different types of HIE transactions, system measures such as hospital readmission rates, and/or patient outcomes.

4. Budget

- Grantees should use the budget template provided.
- Funding will be paid prospectively each quarter. Funds will not be released until a satisfactory quarterly report is received. Funding will be released no more than 30 days after Grantor receives a quarterly status report.

EXHIBIT G

Health Information Exchange Policies and Practices – Exhibit G

Cal eConnect will work with LANES (the Los Angeles Network for Enhanced Services and its HIE operator, WHIN) to strengthen its privacy and security policies over the course of the Grant Agreement to ensure the security of health information. Through this collaboration, Cal eConnect and LANES will enhance the trust fabric for HIE without unduly impeding HIE adoption.

LANES must make its privacy and security policies available to Cal eConnect for evaluation, so that Cal eConnect can monitor its approach and facilitate the sharing of best practices with other funded projects. The following requirements are subject to update and modification based upon LANES experience and changing state and federal laws and regulations.

A. Compliance Certification

As stated in Exhibit A, Article III, Section J, LANES shall be required to certify that LANES is currently in compliance with state and federal law pertaining to the exchange of health information, including the federal HITECH Act, commencing at section 3013 of Title XXX of the Public Health Service Act. If in the course of the grant project, Grantor identifies a significant variation to compliance, LANES must ensure and prove baseline compliance in order to remain a funded project.

B. Health Information Exchange Purposes

LANES shall inform Cal eConnect of its supported exchange types in each quarterly report. Cal eConnect reserves the right to restrict the use of grant funds for purposes of exchange where LANES cannot demonstrate adequate privacy and security protections.

C. Transparency and Complaint Process

1. Cal eConnect seeks transparency in its operations and in the operations of LANES. To this end, LANES shall make the following available to Cal eConnect for periodic review (not to exceed twice per year, with timing to be determined by Cal eConnect):
 - a. LANES' Notice of Privacy Practices (if applicable)
 - b. All of LANES' data use agreement(s) and a list of the entities included in them
 - c. A list of LANES' Business Associates and trading partners, their contact information, and identification of the purposes for the information sharing
 - d. Documentation demonstrating that the LANES is following CalOHII principles for fair information practices or a comparable statement of principles (see Appendix 1 at end of this Exhibit)

2. All unauthorized disclosures or access of individual health information must be reported to Cal eConnect and CHHS within five business days, including the number of individuals affected. A report to Cal eConnect and CHHS under this provision does not relieve LANES or its Participants from any requirement under any local, state, or federal law.
3. LANES shall ensure there is a mechanism for LANES and/or its Participants to receive and respond to patient complaints. LANES shall have a documented process to receive relevant complaints from its Participants.

D. Notice and Consent

1. LANES shall describe its approach to patient consent and to providing notice prior to the exchange of individual health information.
2. LANES shall develop and maintain a list documenting which of its Participants provide notice and obtain affirmative consent from patients prior to the exchange of individual health information, and which do not. LANES shall make this list available to Cal eConnect for periodic review (not to exceed twice per year, with timing determined by Cal eConnect).
3. If a Participant does not provide notice or obtain affirmative consent from patients prior to the exchange of individual health information, the LANES shall ensure that the purpose of exchange is only for Treatment, Payment, or Operations as defined by HIPAA or current law.

E. Security

LANES shall make its security policies available for review by Cal eConnect (not to exceed twice per year, with timing determined by Cal eConnect). Cal eConnect will evaluate whether LANES' policies meet evolving security guidelines, such as those included in the Cal OHII HIE Demonstration Projects' Proposed Regulations posted at <http://www.ohi.ca.gov/> and which may be occasionally updated, or whether the LANES has a reasonable timeframe and implementation plan for similar guidelines.

F. Sub-contracts for HIE Services

Any subcontract issued for HIE services shall be subject to these Exhibit G requirements.

Appendix 1

CalOHII has described the following **fair information practices** as part of the HIE Demonstration Projects' Proposed Regulations posted at <http://www.ohi.ca.gov/>.

1. Openness: There should be a general policy of openness among entities that participate in electronic health information exchange about developments, practices, and policies with respect to individual health information.
2. Health information shall be relevant, accurate, complete, and kept up-to-date.
3. Individuals or their personal representatives have the right to:
 - a. Ascertain the person responsible for the individual health information for an entity, obtain confirmation of whether the entity has specific individual health information relating to the individual, and obtain its location.
 - b. Receive their individual health information in a reasonable time and manner, at a reasonable charge, and in a format that is generally accessible by individuals,
 - c. Challenge the accuracy of their individual health information and, if successful, to have the individual health information corrected, completed, or amended.
 - d. Control the access, use, or disclosure of their individual health information, unless otherwise specified by law or regulation.
4. There shall be limits to the collection of individual health information. Individual health information shall be obtained by lawful and fair means. Where appropriate, it shall be obtained with the knowledge or consent of the individual or their personal representative. The specific purposes for which individual health information is collected shall be specified not later than at the time of collection.
5. Use and disclosure of individual health information shall be limited to the specified purpose. Certain use and disclosure shall require consent.
6. Individual health information shall be relevant to the purpose for which it is to be used and, limited to the minimum information necessary for the specified purpose. The subsequent use shall be limited to the specified purpose.
7. De-identified individual health information shall not be re-identified unless specified by law. If de-identified individual health information is re-identified, it shall be subject to these principles. De-identified individual health information shall not be

disclosed if there is a reasonable basis to believe that the information can be used to identify an individual.

8. Individual health information should be protected by appropriate security safeguards against such risks as loss or destruction, unauthorized access, use, modification or disclosure of data.
9. LANES and its Participants shall comply with laws, regulations, standards and policies for the protection, retention and destruction of individual health information. Any person who has access to individual health information shall comply with those provisions.

EXHIBIT H

LANES HIE Expansion Grant Spending Plan by Quarter

Please provide quarterly spending plan for HIE Expansion Grant Funds below

GRANT FUNDS (Line Item)		Total Budget	Grant Request	1Q	2Q	3Q	4Q	5Q	6Q	Total
Consulting/Contractual Expenses	Detail									
Western Health Information Exchange	WHIN Project Manager .5FTE	\$97,760.00	\$97,760.00	\$24,440.00	\$24,440.00	\$24,440.00	\$14,664.00		\$9,776.00	\$97,760.00
Western Health Information Exchange	Operations/Compliance	\$51,584.00	\$51,584.00	\$12,896.00	\$12,896.00	\$12,896.00	\$7,737.60		\$5,158.40	\$51,584.00
Western Health Information Exchange	Architect Team	\$45,000.00	\$45,000.00	\$11,250.00	\$11,250.00	\$11,250.00	\$6,750.00		\$4,500.00	\$45,000.00
Western Health Information Exchange	Master Patient Index upgrades	\$45,000.00	\$45,000.00	\$11,250.00	\$11,250.00	\$11,250.00	\$6,750.00		\$4,500.00	\$45,000.00
Western Health Information Exchange	Legal Services	\$28,750.00	\$28,750.00	\$7,187.50	\$7,187.50	\$7,187.50	\$4,312.50		\$2,875.00	\$28,750.00
Western Health Information Exchange	Hardware/Hosting/VPNs	\$5,400.00	\$5,400.00	\$1,350.00	\$1,350.00	\$1,350.00	\$810.00		\$540.00	\$5,400.00
Western Health Information Exchange	Interface Development	\$128,088.00	\$128,088.00	\$32,022.00	\$32,022.00	\$32,022.00	\$19,213.20		\$12,808.80	\$128,088.00
Public Health Foundation Enterprises	Fiscal Intermediary	\$75,913.00	\$75,913.00	\$18,978.25	\$18,978.25	\$18,978.25	\$11,386.95		\$7,591.30	\$75,913.00
WHIE Infrastructure Costs	Core HIE Implementation in New Data Center	\$67,125.00	\$67,125.00	\$16,781.25	\$16,781.25	\$16,781.25			\$6,712.50	\$67,125.00
	Mirth Channel Development Consulting	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$7,500.00			\$3,000.00	\$30,000.00
	Mirth Results, Community Portal	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00	\$15,000.00			\$6,000.00	\$60,000.00
	Distributed Query, NHIN Gateway	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$7,500.00			\$3,000.00	\$30,000.00
	Mirth Connect, Data Feeds	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00			\$2,000.00	\$20,000.00
	additional IPsec/VPN Connections	\$1,500.00	\$1,500.00	\$375.00	\$375.00	\$375.00			\$150.00	\$1,500.00
	Initiate MPI Licenses	\$135,200.00	\$135,200.00	\$33,800.00	\$33,800.00	\$33,800.00			\$13,520.00	\$135,200.00
	Mirth HIE Licenses	\$126,750.00	\$126,750.00	\$31,687.50	\$31,687.50	\$31,687.50			\$12,675.00	\$126,750.00
	Community Clinic Shared Server	\$48,000.00	\$48,000.00	\$12,000.00	\$12,000.00	\$12,000.00			\$4,800.00	\$48,000.00
Consulting/Contractual Expense total		\$996,070.00	\$996,070.00	\$249,017.50	\$456,447.50	\$119,373.75	\$71,624.25	\$0.00	\$99,607.00	\$996,070.00
Personnel										\$0.00
Personnel Total										
Equipment & Supplies										
Travel										
Other										
GRAND TOTAL		\$996,070.00	\$996,070.00	\$249,017.50	\$456,447.50	\$119,373.75	\$71,624.25	\$0.00	\$99,607.00	\$996,070.00

Please provide Matching Funds quarterly detail below

MATCHING FUNDS (Line Item)		Total Budget	Grant Request	1Q	2Q	3Q	4Q	5Q	6Q	Total
WHIN in Kind -- regular operations for HIE over 18 months		\$429,493.00	\$0.00	\$71,582.17	\$71,582.17	\$71,582.17	\$71,582.17	\$71,582.17	\$71,582.17	\$429,493.00
Alta Med, \$50K cash for implementation, 376 hours for committees		\$87,600.00	\$0.00	\$6,266.67	\$56,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$87,600.00
Hollywood Pres, \$50K cash for implementation, \$112.5K for 6 months maintenance fees, and 376 hrs in kind for committees		\$200,100.00	\$0.00	\$6,266.67	\$56,266.67	\$6,266.67	\$6,266.67	\$62,516.67	\$62,516.67	\$200,100.00
L.A. Care Health Plan, matching grant cash contribution		\$250,000.00	\$0.00	\$62,500.00	\$62,500.00	\$62,500.00	\$62,500.00	\$0.00	\$0.00	\$250,000.00
Tarzana Treatment Center -- 376 hours of in-kind participation in committees over 18 months, \$100/hrs		\$37,600.00	\$0.00	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$37,600.00
Queenscare -- 376 hours of in-kind participation in committees over 18 months, \$100/hrs		\$37,600.00	\$0.00	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$37,600.00
CCALAC -- 376 hours of in-kind participation in committees over 18 months, \$100/hrs		\$37,600.00	\$0.00	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$37,600.00
Eisner Pediatric -- 376 hours of in-kind participation in committees over 18 months, \$100/hrs		\$37,600.00	\$0.00	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$37,600.00
Watts Healthcare Corp -- 376 hours of in-kind participation in committees over 18 months, \$100/hrs		\$37,600.00	\$0.00	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$6,266.67	\$37,600.00
Health-e-LA -- HIE project for community clinics in-kind match		\$750,000.00	\$0.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$750,000.00
LA County DHS -- 4606 (2.45 FTE) in kind participation of staff and contracted resources for committees, project implementation, etc.		\$460,600.00	\$0.00	\$76,766.67	\$76,766.67	\$76,766.67	\$76,766.67	\$76,766.67	\$76,766.67	\$460,600.00
Confirmed and Anticipated Partner Maintenance Fees for 6 months of year 2		\$877,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438,650.00	\$438,650.00	\$877,300.00
Program Director, LA Healthcare Found 1.0 FTE		\$264,375.00	\$0.00	\$44,062.50	\$44,062.50	\$44,062.50	\$44,062.50	\$44,062.50	\$44,062.50	\$264,375.00
Consulting/Contractual Expenses										\$0.00
Personnel										\$0.00
Equipment and Supplies										\$0.00
Travel										\$0.00
Other										\$0.00
GRAND TOTAL		\$3,507,468.00	\$0.00	\$423,778.00	\$523,778.00	\$423,778.00	\$423,778.00	\$856,178.00	\$856,178.00	\$3,507,468.00